

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District
Issued: **June 3, 2013**

This solicitation is issued as a Request for Quotation (RFQ).

This is a solicitation for commercial items prepared in accordance with FAR Part 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation.

The solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular FAC 2005-66.

The applicable North American Industry Classification (NAICS) is **115310** (Support Activities of Forestry): Size Standard is \$7.0 Million

This is 100% small business set-aside.

General Information

The intent of this solicitation is to obtain quotes for performance based Road Maintenance Services. See attachments for complete description.

Provide quote by: 4:00 PM, Mountain Standard Time on **June 20, 2013**.

DOCUMENTS TO RETURN:

The following documents shall be submitted by the offeror for evaluation to be considered responsive:

1. Schedule of Items
2. Completed provisions FAR 52.219-28 page 5 and AGAR 452.209-70 page 12.
3. Experience Questionnaire w/ Past Performance References

Send quote to: Forest Service, East Side Acquisition Team (ESAT)
Attn: Lisa Rakich
420 Barrett Street
Dillon, MT 59725

E-mail to: **lrakich@fs.fed.us** or fax to (406)683-3844.

For solicitation questions call Lisa Rakich at (406)683-3968.

Offers shall include:

COMPANY NAME: _____

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

DUNS NUMBER: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

Quote Details:

ITEM NO.	DESCRIPTION	PAY UNIT	*EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Benchmark Road #235 beginning from the Junction of Road #233 to the End of 235.	Mile	16	\$ _____	\$ _____
TOTAL PRICE:					_____

Road grading, watering and mechanical compaction (using roller equipment) of finished surface is required.

PROJECT DESCRIPTION AND LOCATION

Scope of Contract - The work consists of road maintenance on the Rocky Mountain Ranger District, on the Lewis and Clark National Forest, with headquarters office located in Great Falls, Montana. Work includes furnishing all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to perform road maintenance on roads specified in the Schedule, Section B. All work and equipment shall be in compliance with the terms, specifications, and provisions of this contract. All equipment shall be in good operating condition and shall be operated by competent, experienced operators. Mobilization will be included in cost per mile.

GENERAL SPECIFICATIONS

(a)-Existing Facilities. In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities such as signs, cattle guards, and drainage structures damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government.

(b)-Pollution and Erosion Control. During all operations under this contract, the Contractor shall exercise reasonable measure to prevent or minimize soil erosion and pollution of water and other resources. All refuse from camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed in a sanitary, nuisance-free manner in State-approved land fills.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

During all of the work, the Contractor shall make every reasonable effort to direct surface runoff water to stabilized waterways and to keep the drainage systems functioning effectively to minimize soil erosion and water pollution.

PROJECT SPECIFICATIONS-PERFORMANCE BASED CONTRACT

Road maintenance consists of reshaping and finish-blading the road bed, including shoulders, turnouts and approaches, to restore the original cross section and grade. Work includes restoring drainage provisions of the road and road appurtenances such as ditches, rolling drain dips, culvert basins, and inverts of culverts and other structures. Work also includes removing ruts, washes, slough and other irregularities that prevent normal runoff from the road surface. Moisture control and mechanical roller compaction is required on all roads specified in Schedule B.

After maintenance the roadway:

- will have been bladed shoulder to shoulder
- will be free of berms on both sides of the road
- will be free of pot holes
- will be free of any washboard surface
- will be crowned 5-8% on ditched roads
- will be out-sloped 3-5% on non-ditched roads
- surfacing or road fines will not have been wasted
- culvert inverts will have been cleaned
- ditches will have been pulled to remove slough, rocks and debris; Excess materials will have been moved across the road and deposited away from streams and off the roadway. Excess material is not to be "heeled" into the cut slope.
- adjoining lead-in/lead-out ditches will have been cleaned and functioning
- finished surface will be free of rock greater than 3 inches (native surface) and 2 inches(aggregate surface) in any dimension
- will have been dried or moisture added as required for mixing and compaction

PERFORMANCE STANDARDS SUMMARY (See Attachment)

PERFORMANCE PERIOD

September 9, 2013 through October 11, 2013 to take advantage of any fall moisture. Performance period is mandatory to avoid conflicts with hunting season and freezing weather conditions.

UTILITIES

The Contractor is responsible for location of all utilities prior to ground disturbance. Damaged utilities shall be repaired at the Contractors expense. Contact Montana One Call prior to any ground disturbance.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

52.212-1, Instruction to Offerors-Commercial Items, applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at www.acquisition.gov/far.

52.212-2 Evaluation - Commercial Items. (JAN 1999) - One contract will be awarded to the responsive and responsible small business offering the best value to the Government considering price, past performance and experience in similar work.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Feb 2012), applies without addenda apply by reference. The FAR clauses and provisions can be accessed via Internet at www.acquisition.gov/far.

Offeror shall be registered in the System for Award Management (SAM) database and have completed the annual representations and certificates electronically via <https://www.sam.gov> to be eligible for award. If an offeror has not completed the annual representations and certifications electronically at this website, the offeror shall provide a complete copy of their representations and certifications at time of quote.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

____ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

____ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

____ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

____ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).

____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 115310 assigned to contract number

Contractor's Signature

Date

Print Contractor's Name

Contractor's Title

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

- ☒ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2010) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☒ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It Is Not A Wage Determination.*

Employee Class	Monetary Wage--Fringe Benefits
23440 – Heavy Equipment Operator	\$19.96 + fringe benefits

Wage Determination No: **WD 12005-2317** (Rev.-12) was first posted on www.wdol.gov on **06/13/2012** available at: <http://www.wdol.gov/>

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts applies and should be completed with annual certifications and representations in www.sam.gov.

52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District
INSPECTION AND ACCEPTANCE

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance **of such service; or**

(2) Terminate the contract for default.

452.246-70 Inspection and Acceptance. (FEB 1988) -- Alternate I (FEB 1988)

ADDITIONAL INSPECTION AND ACCEPTANCE REQUIREMENTS

(a) Inspection Procedures

(1) The Government will normally inspect completed sections of road within 5 workdays following Contractor's notification of completion of the maintenance work.

(2) Unacceptable work shall be re-accomplished at the Contractor's expense.

Payment: Payment shall be made for completed and accepted work at the contract unit price for the applicable item, which price and payment shall constitute full compensation for all labor, equipment, tools, and incidentals necessary to complete the item.

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

DELIVERIES OR PERFORMANCE

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

452.211-74 Period of Performance. (FEB 1988)

Contract time is 32 days from the issuance of the Notice to Proceed, including weekend days. The period of performance of this contract is estimated from September 9, 2013, through October 11th, 2013.

CONTRACT ADMINISTRATION DATA

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. Project COR will coordinate the date, time and location of the post award conference.

GOVERNMENT FURNISHED PROPERTY: None

METHOD OF MEASUREMENT

Road maintenance will be measured to the nearest tenth of miles along the road centerline regardless of the number of passes required for a given length, and shall include only those sections of the roads which are included in the Schedule, Section B and in accordance with the specifications in this contract.

Measurement will be by the odometer of a Forest Service vehicle designated by the COR.

Parking areas, turnouts, and approach road connections are considered as adjuncts to the main roads and shall not be measured separately.

OTHER REQUIREMENTS

Noxious Weeds

This project lies within a weed management district, which is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to, one of the following: (1) a project or jobsite, (2) a county, (3) two or more counties, or (4) a National Forest.

Noxious weeds are defined as any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State Department of Agriculture, or by the County Weed Management District, or by other appropriate agencies having jurisdiction.

To help stop the spread of weed seeds, this work will require the Contractor to wash his equipment and support vehicles prior to entering the weed management district. The equipment and support vehicles shall be washed with a pressure washer that is capable of producing enough water force to thoroughly remove all organic and mineral debris from the machine. Before moving the equipment to the jobsite, it shall be inspected and approved by the Contracting Officer or designated representative.

Fire Control

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

AGENCY CLAUSES

**452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants
ALT 1 (FEB 2012)**

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 and 434.

452.228-71 Insurance Coverage. (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

452.236-72 Use Of Premises (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA lands or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking

AG-03K0-S-13-0006
Lewis & Clark National Forest
Road Maintenance Services
Rocky Mountain Ranger District

area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

List of Documents, Exhibits, and Other Attachments

DRAWINGS & MAP	4 Pages
PERFORMANCE STANDARDS	7 Pages
EXPERIENCE QUESTIONNAIRE	2 Pages

PROVISIONS

52.223-1 Bio-based Product Certification. (MAY 2012) applies and is incorporated by reference only. This certification should be completed annually online at www.sam.gov.

452.209 – 70 Re-presentation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 1 (FEB 2012))

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) **The Offeror represents that –**

(1) The Offeror is ☐ , is not ☐ (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)(i) The Offeror has ☐ , has not ☐ (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has ☐ , has not ☐ (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does ☐ , does not ☐ (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.